

06-12-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Raymond Chabot Inc., as interim receiver for Industries Leader, Inc./Leader Industries, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other Canadian corporation 6-6-02 Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: Industries Leader (2001) Inc./ Internal Leader Industries (2001) Inc. Address: Street Address: 1280 Nobel Street City: Boucherville State: Quebec Zip: J4B 5H1 CANADA [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other Canadian corporation If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: March 1, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2430540, 1996341, 2386649 Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John D. Wiseman Internal Address: Locke Liddell & Sapp LLP Street Address: 2200 Ross Avenue, Suite 2200 City: Dallas State: TX Zip: 75201-2748

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 70.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 12-1781 Attach duplicate copy of this page if paying by deposit account

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. John D. Wiseman Name of Person Signing Signature Date 5/23/02

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/11/2002 TDIAZ1 00000044 2430540

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TRADEMARK REEL: 002523 FRAME: 0573

## UNITED STATES CONFIRMATORY DEED OF ASSIGNMENT WITH GOODWILL OF ASSIGNED MARKS

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WHEREAS, by virtue of an order dated December 21, 2001 issued by the Superior Court of Quebec in court file no. 505-11-004845-017, a copy of which is attached hereto as Appendix "A", **RAYMOND CHABOT INC.** (hereinafter referred to as the "Assignor") has been appointed interim receiver by the Court with the power and authority to sell, for and in the name of **Industries Leader Inc. / Leader Industries Inc.** (hereinafter referred to as "Leader") and without any warranty whatsoever, the assets of Leader including the trade-marks identified in Appendix "B" (hereinafter referred to as the "Trade-marks");

WHEREAS, **INDUSTRIES LEADER (2001) INC. / LEADER INDUSTRIES (2001) INC.**, whose full post office address is 1280 Nobel Street, Beauharnois, Québec J4B 5H1 (hereinafter referred to as the "Assignee") has, on December 28, 2001, entered into an Assets Purchase Agreement with the Assignor whereby the Assignee has purchased (without any warranty whatsoever and at its own risks) from the Assignor, acting in the aforesaid capacity on behalf of Leader, all of the assets and property of Leader, including its rights to trade-marks and other intellectual property, including the Trade-marks;

WHEREAS, the Assignor has agreed to execute this Agreement in order to confirm the transfer and assignment to the Assignee of Leader's rights, title and interests in the Trade-marks;

NOW, THEREFORE, the Assignor declares as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms having assigned and transferred to the Assignee, on behalf of Leader and without warranty as to the registrability or validity thereof or any other warranty whatsoever and at the Assignee's risks, the entire rights, title and interest of Leader in and to the Trade-marks in the United States and the goodwill of the business associated therewith.

The Assignor agrees that, upon the request and at the expense of the Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other acts necessary to carry out the intent of this agreement, as well as to provide such other material, information and/or assistance as Assignee may consider necessary to give effect to this Agreement.

Nothing herein shall be interpreted as increasing or amending the obligations of the Assignor under the above-mentioned Assets Purchase Agreement.

This assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

It is the express wish of the parties hereto that this document be drawn up in English. La volonté expresse des parties aux présentes est que ce document soit rédigé en anglais.

SIGNED AT MONTRÉAL, Québec, Canada

this 1<sup>st</sup> day of March, 2002.

RAYMOND CHABOT INC. in its capacity as interim receiver, for and on behalf of INDUSTRIES LEADER INC. / LEADER INDUSTRIES INC.

By: 

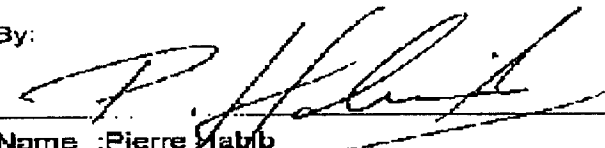
Name : Jean Robillard, CA, CIP

Title :

SIGNED AT MONTRÉAL, Québec, Canada

this 22<sup>nd</sup> day of March, 2002.

INDUSTRIES LEADER (2001) INC. / LEADER INDUSTRIES (2001) INC.

By: 

Name : Pierre Mathé

Title : President

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APPENDIX "A"

JFN-21-2002 18:06 FROM LAPORTE ROSENSTEIN TO 0784827

P.04/68  
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[1] Le Tribunal, après étude de la requête en nomination d'un séquestre intérimaire aux biens de Industries Leader Inc. présentée par Banque Nationale du Canada et de l'affidavit à son soutien et, à la lumière des représentations faites à l'audience, rend les ordonnances suivantes :

[2] ACCUEILLE la requête pour nomination d'un séquestre intérimaire aux biens de la débitrice, Industries Leader Inc.;

[3] ABRÈGE les délais de signification et de production de la présente requête;

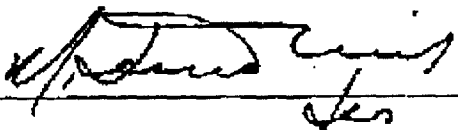
[4] NOMME Raymond Chabot inc. séquestre intérimaire aux biens de Industries Leader Inc. avec le pouvoir, en cette qualité, de vendre, pour et au nom de Industries Leader Inc., les éléments d'actif de cette dernière à Industries Leader (2001) Inc., conformément à l'offre produite sous la cote R-8 (sous scellés);

[5] DÉCLARE que la vente des éléments d'actif de Industries Leader Inc., en faveur de Industries Leader (2001) Inc., par le séquestre intérimaire, agissant pour et au nom de Industries Leader Inc., n'est pas soumise aux dispositions du Code civil du Québec relatives aux ventes d'entreprises;

[6] DÉCLARE que la susdite vente à intervenir sera assimilable à toutes fins que de droit à une vente en justice sauf pour l'établissement par le vendeur d'un état de collocation et sauf en ce qu'elle ne purgera pas les droits réels affectant les actifs vendus;

[7] ORDONNE l'exécution provisoire nonobstant appel;

[8] LE TOUT sans frais.



COPIE CERTIFIÉE  
OFFICIER DÉSIGNÉ

**APPENDIX "A"**

J.N-21-2002 18:06 FROM LAPOINTE ROSENSTEIN TO 8704027 P.23/68

**COUR SUPÉRIEURE**  
(Chambre commerciale)

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE LONGUEUIL

N°: 505-11-004845-017

DATE : 21 décembre 2001

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SOUS LA PRÉSIDENTE DE : *Marc Beaudoin S.C.S.*

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DANS L'AFFAIRE DE LA NOMINATION D'UN SÉQUESTRE INTÉRIMAIRE AUX BIENS DE :

INDUSTRIES LEADER INC.

DÉBITRICE

et

BANQUE NATIONALE DU CANADA

REQUÉRANTE

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J U G E M E N T

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**APPENDIX "B"**

<u>Trade-Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
HYDRO FITNESS	75/701,315	2,430,540
PIVOT	74/314,881	1,996,341
WOMAN FITNESS	75/701,313	2,386,649
Z LEADER & DESIGN	73/377,207	1,312,662
Z LEADER & DESIGN	74/149,352	1,705,168
Z LEADER & DESIGN	75/976,370	2,159,125
Z LEADER AT WORK & DESIGN	75/160,499	-pending-

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